

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Omega Consulting, as Assignee of
Ramesh H. Bhat

Plaintiff

-v-

Firstmark Corporation
Defendants

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CASE NO. _____

VERIFIED COMPLAINT FOR
DAMAGES, BREACH OF
FIDUCIARY DUTY,
BREACH OF CONTRACT, GROSS
MISMANAGEMENT, WASTE

COMES NOW, Omega Consulting, Plaintiff and Assignee of RAMESH H. BHAT, and files this lawsuit against Defendants, Capitol Securities, Inc & Firstmark Corporation, jointly and individually, for damages for breach of breach of fiduciary duty, breach of contract, gross mismanagement, and waste as those terms are understood in law.

PARTIES

1. Omega Consulting, (hereinafter "Plaintiff") is the Assignee of RAMESH H. BHAT, and Plaintiff is a sole proprietorship organized and existing under the laws of the State of Texas and has a principal place of business at 7706 Pinebrook Drive; San Antonio, Texas 78230.

2. Defendant Firstmark Corporation is a Delaware corporation whose last known business address is in Ohio at 200 W. Washington St; Indianapolis, IN 46204.

SERVICE

3. Pursuant to 8 Del.C. § 321, process may be effectuated upon Firstmark Corporation by delivering duplicate copies of the papers to be served to the Secretary of State, along with fifty dollars (\$50), and a declaration that service is being effectuated under said statute.

JURISDICTION

4. This Court has jurisdiction over this matter under 28 U.S.C. 1332, as the plaintiff's state of citizenship, Texas, is diverse from those of the defendant, Delaware.

5. Venue is proper here pursuant to 28 U.S.C. 1391 because the defendant is incorporated in the District.

6. Additionally, the amount in controversy exceeds the minimum jurisdictional amount of this Court, for which damages, Plaintiff now sues.

BACKGROUND FACTS

7. On March 1, 1990, Defendant, Firstmark Corporation's corporate charter was canceled by the Division of Corporations for the State of Delaware. On July 29, 1992, the corporation's charter and/or certificate of authority to conduct business in Indiana was revoked by the Indiana Secretary of State.

8. On August 26, 1988, said Defendant filed a Chapter 11 bankruptcy in the United States Bankruptcy Court for the Southern District of Indiana. That bankruptcy case closed on January 17, 1996. The corporation did not receive a discharge of its debts. Since January 18, 1996, said defendant has not wound up its incidental affairs under the state of Indiana's corporation statutes, nor under Delaware corporation statutes.

9. On or before June 27, 2008, Assignor, RAMESH H. BHAT discovered that defendant, Firstmark Corporation continued to own valuable choses in action or rights to recover unclaimed corporate assets totaling \$95,000 or more which are being held in the unclaimed property registry for the bankruptcy court for the Southern District of Indiana, and which assets reasonably

could have been utilized to satisfy an outstanding obligation to said Assignor totaling One Hundred Thousand Dollars (\$100,000), which represents original unpaid principle from cash investments and/or equity disbursements made by Assignor to said Defendant.

10. Plaintiff declares under penalty of perjury that said corporation is indebted to plaintiff in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), and this debt and/or claim has not been paid.

11. Since January 17, 1997, Defendant Firstmark Corporation has abandoned all responsibility and obligation to wind up the defendant's affairs. Nevertheless, the defendant has continued to exist as a dissolved corporation with an express responsibility to wind up such incidental affairs as provided in Indiana and Delaware corporation statutes. Corporate obligations have maintained their viability, and the Defendant continues to owe duty and obligations to the creditors like Plaintiff.

12. Plaintiff shows that based on fundamental concepts of equity and general dissolution practice, the assets of a dissolved corporation belong to its creditors and such assets continue to be subject to claims that have not been addressed during the required winding up activity.

13. Upon information and believe, Plaintiff believes that the Defendant Firstmark Corporation is the legal owner of cash assets, and holder of a choses in action or claim in the amount of Ninety-Five Thousand Dollars Nine Hundred Sixty-Four Dollars & Seventeen Cents (\$95,964.17).

14. Plaintiff would show that since the property described above reachable as a matter of equity and/or law by Defendant Firstmark Corporation, and therefore said choses in action is reachable and recoverable by Plaintiff and Assignee as the holder of claims, rights, and/or privileges

against said defendant as a victim of breach of fiduciary duty, breach of contract, gross mismanagement, fraud, negligent, etc.

15. Plaintiff would show that as a direct result of Defendant Firstmark Corporation's breach of fiduciary duty, breach of contract, fraud, overreaching, gross misfeasance, nonfeasance, negligence, and/or gross mismanagement, said defendant has failed to recover and utilize the unclaimed property assets described above for payment of obligations owed to Plaintiff.

16. Plaintiff would show that damages have been sustained as a result of Defendants action and/or inaction.

17. Assignor discovered in February that the Defendant Firstmark Corporation had failed to wind up its affairs by recovering, reclaiming, and maximizing the benefit of certain choses in action, tangible property or unclaimed assets. The Assignor has assigned his rights, interests, and privileges to Omega Consulting.

18. Neither Indiana, nor Delaware corporation statutes show any effort by Defendant Firstmark Corporation to embrace the winding up provisions of the corporation statutes by sending the notices to known creditors as contemplated under the provisions of such statutes.

FIRST CAUSES OF ACTION
(For Breach of Fiduciary Duty & Breach of Contract)

19. Defendant Firstmark Corporation had an express and unavoidable duty and obligation to gather any remaining assets and pay any remaining debts, including the damages described herein.

20. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

21. Defendant Firstmark Corporation owed to Plaintiff a fiduciary duty to exercise due care in their oversight of the affairs of the company. The defendant's duty of care included, among other things:

- a. the duty to remain adequately informed of the company's affairs, policies, practices, and procedures;
- b. the duty to establish and maintain adequate internal controls to ensure that the company engaged in dissolution procedures in a prudent, reasonable and lawful manner;
- c. the duty to supervise management and make sure that management carried out the company's policies, practices, and procedures;
- d. the duty to act in the best interests of the company and/or its creditors;
- e. the duty to ensure that management acted in the best interests of the Company and/or its creditors;
- f. the duty to make informed decisions regarding the company's use and preservation of its assets;
- g. the duty to prevent waste of the company's assets;
- h. the duty to properly address and ensure resolution of significant issues that could adversely impact upon the equitable interests in the company's assets; and,
- i. the duty to properly oversee and guide the company in its financial and corporate affairs.

22. In discharging these duties, Defendant Firstmark Corporation was required to exercise reasonable care.

23. Defendant Firstmark Corporation has willfully, recklessly, grossly and negligently breached its fiduciary duty of care to creditors, including the Assignor, among other things:

- a. failing to remain adequately informed regarding the gathering of assets and discharge of corporate liabilities;
- b. failing to implement appropriate measures to insure that compliance with Texas' statutory and common law obligations to discharge the company's liabilities from the available assets;
- c. failing implement appropriate measures to prevent the blatant failure of the company to pursue an acceptable dissolution process, leading to a deterioration and waste of corporate assets;
- d. failing to prevent company management from violating applicable federal and state laws, rules, and regulations, or the company's policies, practices, and procedures;
- e. failing to challenge inappropriate or potentially illegal conduct of management;
- f. failing to act in the best interests of the company and failing to ensure that management acted in the best interests of the company;
- g. failing to properly supervise company management in implementing appropriate and acceptable dissolution procedures;
- h. failing to make informed decisions regarding the company's use and preservation of its assets;

gather the assets of the corporation and to discharge the liability owed to such Plaintiff. The company has breached this duty.

25. Plaintiff would show that the actions of the Defendant Firstmark Corporation are the result of willful mismanagement, gross negligence, and/or reckless disregard towards duties owed to creditors, including those such as Plaintiffs. Said company has intentionally, knowingly, and with conscious indifference failed to fulfill duties owed to creditors, including those like Plaintiff. With conscious indifference and/or intentional disregard and/or grossly negligent conduct, said company has allowed the assets of the corporation to be wasted and/or failed to take reasonable steps to ensure that the corporation's assets are utilized to discharge the liabilities owed to creditors, including those like Plaintiff.

ACTUAL DAMAGES

26. As a direct and proximate result of defendant's breach of his fiduciary duties, as described in the previous paragraphs, Plaintiff has sustained damages that exceed this Court's minimum jurisdictional amounts. Those damages total at least One Hundred Thousand Dollars (\$100,000), which represents the original unpaid principle amount of cash investments and/or equity

i. exhibiting a conscious disregard and/or a reckless failure to address the known claims and liabilities of the company;

j. failing to prevent waste of the company's assets

24. It is well settled under Indiana and/or Delaware law that a insolvent corporation, like Defendant Firstmark Corporation, owes a duty to its creditors, including those such as Assignor, to

disbursements made by Assignor to Defendant and/or Defendant's Parent Company), plus applicable interest for which damages, Plaintiff now sues.

SECOND CAUSES OF ACTION
(For Gross Mismanagement)

27. Plaintiff repeats and realleges each and every allegation set forth above in ¶s 1-19 as if fully set forth herein.

28. Defendant Firstmark Corporation had a fiduciary duty to properly supervise, direct and control the operations of said company and the activities of its management to ensure that said company was operated in a prudent, reasonable and lawful manner.

29. Additionally, and without limiting the previous causes of action, during the relevant time period when the Defendant Firstmark Corporation was required to properly manage the affairs of said defendant company, Defendant Firstmark Corporation either (i) failed to properly supervise management, (ii) knew or recklessly disregarded the unreasonable conduct of the Defendant Firstmark Corporation's management, and/or (iii) either approved such activities or, in bad faith, failed to take appropriate remedial measures to prevent or resolve them.

30. As a direct and proximate result of the gross mismanagement of the affairs of the Defendant Firstmark Corporation, creditors like Assignor and its Assignee, have suffered damages, which, in this instance, total One Hundred Thousand Dollars (\$100,00).

THIRD CAUSE OF ACTION
(For Waste Against Defendant and Does)

31. Plaintiff repeats and realleges each and every allegation set forth above in ¶s 1-16 as if fully set forth herein.

32. Additionally, and without limiting the previous causes of action, Defendant Firstmark Corporation had a fiduciary duty to creditors, like the Assignors and its Assignee, to properly supervise, direct and control the operations of the Defendant Firstmark Corporation and the activities of management subsequent to its administrative dissolution to prevent any waste of the Defendant Firstmark Corporation' assets.

33. During the relevant time period when the Defendant Firstmark Corporation was required to prevent waste of the Defendant Firstmark Corporation' assets, the Defendants either:

- (i) failed to properly supervise management,
- (ii) knew or recklessly disregarded the unreasonable conduct of the Defendant Firstmark Corporation' management as described herein, and/or
- (iii) either approved such activities, or, in bad faith, failed to take appropriate remedial measures to prevent or resolve them.

34. As a direct and proximate result of the Defendant Firstmark Corporation's gross mismanagement of the affairs of Defendant Firstmark Corporation, creditors like Assignor and its Assignee, suffered the damages as previously alleged herein.

35. By reason of the foregoing, Assignor suffered damages which rights thereto have been Assigned to Omega Consulting. Such Assignee will continue to suffer such damages unless relief is granted. Those damages total One Hundred Thousand Dollars (100,000).

REQUEST FOR TRIAL BY JUDGE

36. Plaintiff requests that this matter be tried before Judge, and reserves the right to request a jury trial.

PRAYER

WHEREFORE, Plaintiff, Eric B. Dangerfield d/b/a Omega Consulting, as Assignee of Ramesh H. Bhat prays that this Court enter appropriate orders as requested herein pursuant to law and equity for actual damages in the Total Amount of One Hundred Thousand (\$100,000), plus attorney fees and costs.

Dated: 8-12-08, 2008

OMEGA CONSULTING, as Assignee of
RAMESH H. BHAT

BY: _____

Eric Dangerfield, Pro Se
7706 Pinebrook Dr
San Antonio, Texas 78230
Tel-(210) 430-0649
Fax-(206) 888-4687
Email: omega77x7@yahoo.com

NOTARY ACKNOWLEDGMENT

BEFORE ME, in the County of **BEXAR**, in the State of **TEXAS**, personally appeared **ERIC DANGERFIELD**, who provided valid identification and executed this instrument.

DATE: 8/12/08

NOTARY PUBLIC

MY Commission Expires: 6/28/11



JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Omega Consulting, as Assignee of Ramesh H. Bhat

(b) County of Residence of First Listed Plaintiff BEXAR (TX)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Eric Dangerfield d/b/a Omega Consulting; 7706 Pinebrook Dr; San Antonio, Texas 78230; Te-(210) 430-0649; Fax-(206) 888-4687

DEFENDANTS

Firstmark Corporation

County of Residence of First Listed Defendant New Castle (DE)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgement <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act <input type="checkbox"/> 730 Labor/Mgmt. Reporting <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

Record of Contract, Waste, 28 USC 1591, 28 USC 1332, Damages \$100,000

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

609

Ωmega CONSULTING

7706 Pinebrook Drive • San Antonio, Tx 78230 • Phone-(210) 430-0649 • Fax-(206) 888-4687 • omega77x7@yahoo.com

August 12, 2008

Via Overnight Mail

U.S. District Court for Delaware

ATTN: CLERK OF COURT / FILING DEPARTMENT

J. Caleb Boggs Federal Bldg

844 North King Street

Wilmington, DE 19801-3519

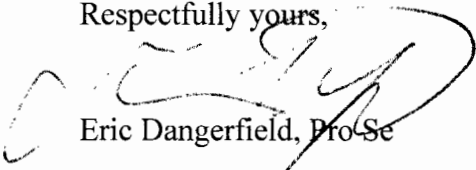
Re: Omega Consulting vs. Firstmark Corporation
Case No: TBA

Dear Sirs\Madams:

Please find enclosed an original verified complaint, along with four (4) summons to be issued by the clerk's office, along with a money order in the amount of \$350 to cover filing fees. A pre-paid United Postal Service overnight mail envelope is enclosed for returning the file-stamped complaint, and clerk-stamped summons to the undersigned.

Thank you for your prompt attention.

Respectfully yours,



Eric Dangerfield, Pro-Se

2008 AUG 13 AM 9:53

CLERK OF COURT

Bl

Rec'd 153035

OFFICE OF THE CLERK
UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

Peter T. Dalleo
CLERK

LOCKBOX 18
844 KING STREET
U.S. COURTHOUSE
WILMINGTON, DELAWARE 19801
(302) 573-6170


RE: C.A.# _____

CASE CAPTION: _____ v. _____

ACKNOWLEDGMENT OF RECEIPT FOR F.R.Civ.P. 4

I hereby acknowledge receipt of a copy of Rule 4 (Summons) of the Federal Rules of Civil Procedure, and understand that it is my responsibility to make service of process on defendants in accordance with this rule.

Date Received August 15, 2008
by Plaintiff:

Signed: X 
Pro Se Plaintiff

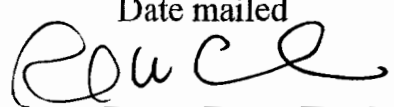
Date Received _____
by Clerk's office:

Signed: _____
Deputy Clerk

Note: If you received Federal Rule 4 by mail, please sign this receipt and return it to:

Clerk
U.S. District Court
844 N. King Street
Lockbox 18
Wilmington, DE 19801

If applicable, Rule 4 mailed to plaintiff:

8/13/08
Date mailed

By Deputy Clerk

cc: Docketing Clerk

BL

DISTRICT OF DELAWARE

2008 AUG 18 AM 9:22

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

509

Civil Action No. _____

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 2 COPIES OF AO FORM 85.

8/13/08
(Date forms issued)

X [Signature] 8-15-08
(Signature of Party or their Representative)

X
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action